



Thank you for your interest in becoming a service contractor for HomeGuard HomeWarranty.

It is essential our contractors are licensed and insured. Please fill out the attached Contractor Service Agreement and provide us with all applicable insurance and tax forms. Once completed please fax to (866)-993-2303. You may also email the forms to [hghwvenders@hghw.com](mailto:hghwvenders@hghw.com)

Thank you for your time and interest in becoming a service provider for HomeGuard HomeWarranty.

Best Regards,

Robert Hessling

President

HomeGuard HomeWarranty

Contractor Service Agreement

HomeGuard HomeWarranty hereby grants to the Independent Contractor named below, the right to perform service repairs for existing or future Homeguard HomeWarranty customers, as outlined below. This contract will commence when signed by the Independent Contractor and HomeGuard HomeWarranty and to be terminated by either party with a twenty (20) day written notice to the other party.

Company Name \_\_\_\_\_

State License \_\_\_\_\_

Name of License Holder \_\_\_\_\_

Owner's Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Office Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Mobile/Cell # \_\_\_\_\_ E-mail \_\_\_\_\_

Insurance Information

HomeGuard HomeWarranty requests the following Independent Contract insurance information:

General Liability Insure \_\_\_\_\_

Named Insured \_\_\_\_\_

Policy Number \_\_\_\_\_

Dates of Policy \_\_\_\_\_

Amount of Policy \_\_\_\_\_

Amount of SIR/Deductible \_\_\_\_\_

Worker's Comp Insurer \_\_\_\_\_

Name Insured \_\_\_\_\_

Policy Number \_\_\_\_\_

Dates of Policy \_\_\_\_\_

Amount of Policy \_\_\_\_\_

Amount of SIR/Deductible \_\_\_\_\_

Terms of Agreement

The Contractor agrees to the following:

1. The Contractor will schedule an appointment with the customer to initiate service within 24 hours or receiving the request for service from HomeGuard HomeWarranty and will provide a maximum four (4) hour time window to the customer for the scheduled appointment time. The contractor is to contact HomeGuard HomeWarranty Customer Service department immediately if a work order is received and the Contractor is unable to provide service. The Contractor will notify the Authorization Department when parts order lead-time exceeds one week. The Contractor will keep the homeowner informed of the status of the parts order.

2. The Contractor will follow the rate structure set forth below:

Hourly Rate \_\_\_\_\_ O/T Rate \_\_\_\_\_ Maintenance Rate \_\_\_\_\_

Saturday Rate \_\_\_\_\_ Sunday Rate \_\_\_\_\_

Emergency Rate \_\_\_\_\_ Holiday Rate \_\_\_\_\_

Travel Time \_\_\_\_\_ Trip Charge \_\_\_\_\_

Parts Mark Up (%) \_\_\_\_\_ Dispatch Limit \_\_\_\_\_

3. The Contractor will provide a thirty-day written notice for any change in fees described in this agreement.
4. Upon execution of this agreement the Contractor will provide a list of Zip codes and cities for areas that it will service under agreement, on attachments "A". The Contractor will also provide a list of trades in which he is fully licensed to service in attachments "B".
5. The Contractor must be fully licensed by the appropriate Cities/Counties/Agencies in the areas being serviced, and submit a copy of the License (es) to HomeGuard HomeWarranty. If a required license expires, is cancelled or revoked, this contract will be terminated and void without notice.
6. Contractor is required to immediately advise, in writing, of any change in the status of its General Liability Insurance, Worker's Compensation Insurance, and/or its California Contractor's License.
7. Upon execution of this agreement the Contractor will submit an IRS Form W-9(Attached).
8. Upon execution of this agreement the Contractor will obtain General Liability Insurance naming HomeGuard HomeWarranty as an additional insured, a Certificate of Workers Compensation Insurance or signed waiver(Attachment "B", bottom), and a copy of its valid contractor's license.
9. The Contractor will call HomeGuard HomeWarranty Authorization Department at (866)-993-2302 with repair costs broken down by time and materials needed. The Contractor will perform only work

authorized by HomeGuard HomeWarranty unless the Homeowner is giving authorization to proceed with the work, and the Homeowner will be responsible for the cost of all non-authorized work performed. The Contractor is responsible for quoting an estimate before work is started.

10. The Contractor agrees to indemnify, defend and hold harmless HomeGuard HomeWarranty and its officers, employees and volunteers from and against all claims, loss, damages, expense, judgements, including attorney fees, and costs arising out of, or in connection with, the Contractor's Performance and obligation under this agreement, whether caused in whole or in part by any negligent act or omission of the contractor, any suppliers, anyone directly or indirectly employed by any of them or anyone for whose acts of them may be liable, except where caused by the active negligence, sole negligence, willful misconduct or HomeGuard HomeWarranty this provision shall survive the termination of this Agreement.
11. The Contractor agrees to provide all labor and materials necessary to complete the authorized repairs. The Contractor guarantees all work performed for a period of thirty days, and all parts for a period ninety days from completion of assignments. The Contractor will not subcontract or transfer any assignments.
12. The Contractor agrees that at no time will it cause any liens to be filed on any property that is the subject of an assignment of HomeGuard Homewarranty.
13. Any dispute between the Contractor and HomeGuard HomeWarranty will be resolved in accordance with the commercial arbitration rules of the American Arbitration Association.
14. The Contractor understands that HomeGuard HomeWarranty allocates work based based Soley upon quality, timeliness, and cost of work performed. The offering of and inducement to an officer or an Employee of HomeGuard HomeWarranty in exchange for all work allocations is in violation of this agreement, and results in the immediate termination of this contract. The Contractor is required to immediately notify HomeGuard HomeWarranty if an officer or an Employee makes any request for inducements.
15. Home Guard HomeWarranty agrees to pay all authorized invoices within thirty days of receipts of the invoice, provided all the required information is included. The invoice requirements are as follows:
  - A. Invoices are to contain invoice #, the property address, the work order #, and the repair authorization.
  - B. Description of the work performed, charges for material and labor broken down, and in accordance with the terms of this agreement.
  - C. Invoices are requested to be submitted within thirty days of completion of the assignment. Invoices submitted more than ninety days after the completion of the assignment will not be eligible for payment.
16. The Contractor is not authorized to discuss contract coverage with the buyer, seller, or agent for any assignment. The Contractor will refer all coverage questions to the HomeGuard HomeWarranty Authorization Department.
17. As between the parties hereto, but not with respect to the homeowners, this Agreement does not create employment, partnership, or joint venture relationship. The relationship is solely that of an independent contractor. The Contractor's authority shall extend no further than as is stated in Agreement.

18. This Agreement sets out the full understanding of the parties and there are no other terms or representation, expressed or implied, with respect to the said servicing. This Agreement is subject to Arizona Law.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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DO NOT WRITE BELOW THIS LINE

Accepted By: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Attachment # A

Zip Codes Served

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Cities Served

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Areas with Trip Charges

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Attachment # B

Trades License to Service

HEATING:	Repair	Replace	APPLIANCE:	Repair	Replace
Radiant Heat Electric	( )	( )	Dishwasher	( )	( )
Radiant Heat Steam	( )	( )	Garbage disposal	( )	( )
Forced Air Gas	( )	( )	Exhaust Fan	( )	( )
Wall Heater	( )	( )	Trash Compactor	( )	( )
Floor Heater	( )	( )	Oven Gas	( )	( )
Heat Pump	( )	( )	Oven Eclectic	( )	( )
Gas Pack Units	( )	( )	Range Gas	( )	( )
Propane Units	( )	( )	Range Electric	( )	( )
Roof mounted Units	( )	( )	Microwave Built In	( )	( )
AIR CONDITIONING			Washer	( )	( )
Forced Air Electric	( )	( )	Dryer Gas	( )	( )
Wall Unit Electric	( )	( )	Dryer Electric	( )	( )
Evaporative Cooler	( )	( )	Refrigerator	( )	( )
Maintenance	( )	( )	Sub- Zero Units	( )	( )
			Food Center	( )	( )
PLUMBING:			POOL/SPA		
Pipe Leak	( )	( )	Portable Spas	( )	( )
Slab Leak	( )	( )	Electrical	( )	( )
Stoppages	( )	( )	Whirlpool Bathtubs	( )	( )
Water Closets	( )	( )	ELECTRICAL		
Water Heater Gas	( )	( )	Electrical Major	( )	( )
Water Heater Electrical	( )	( )	Electrical Minor	( )	( )
Sump Pumps	( )	( )	Ceiling Fans	( )	( )
Re-circulation Pumps	( )	( )	Garage Door Openers	( )	( )
Hot Water Dispenser	( )	( )	Doorbells	( )	( )
Garbage Disposal	( )	( )	Smoke Detectors	( )	( )
Leak Detection	( )	( )	MISCELLANEOUS		
Septic Tank	( )	( )	Roofing	( )	( )
Sheetrock Patches	( )	( )	Central Vacuum	( )	( )
Whirlpool Bath	( )	( )	Garage Doors	( )	( )
			Drywall Repair	( )	( )
			Locksmith	( )	( )

Workers Compensation Waiver

This form is necessary only if your company is not required to maintain Worker's Compensation Insurance. If applicable, please provide the following information, and sign and date below.

Company Name: \_\_\_\_\_ Owners Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ License# \_\_\_\_\_

I certify that I am the Sole Proprietor of the above named business, and therefore do not require Worker's Compensation Insurance.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type.</b> See Specific Instructions on page 3.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
<b>or</b>					
<b>Employer identification number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 70%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
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## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ▶

Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*